

Terms of Sale

By purchasing a Montrose Oktoberfest Yoga ticket and attending the event, the Participant agrees to and accepts this Agreement.

Montrose Oktoberfest 2018 – PARTICIPANT RELEASE OF CLAIMS

By purchasing this ticket and attending the event, you (you or the “Participant”) hereby execute this waiver and release (the “Agreement”) effective as of the date your ticket is purchased. Montrose~Verdugo City Chamber of Commerce is hosting the yoga class, outdoor activity and Montrose Oktoberfest (each a “event” and, collectively, the “Montrose Oktoberfest 2018”). The Montrose Oktoberfest 2018, including, but not limited to, yoga, games, rides, entertainment, food, and drinks (collectively, the “Activities”). You are aware of the potential dangers involved in the Activities. In consideration of your participation in the Activities, you agree as follows:

- 1) You hereby release Montrose~Verdugo City Chamber of Commerce, the community and city of any venue at which an activity is held, and their respective officers, directors, employees, agents, shareholders, members, agents, contractors, representatives, sponsors, volunteers, successors, and assigns (the “Released Parties”) from any and all claims, demands, damages, rights of action, or causes of action, arising out of your participation in any Activity at the Montrose Oktoberfest 2018.
- 2) You know and understand the scope, nature, and extent of the risks involved in the Activities. The Activity may require physical exertion, which may be strenuous and could, in some circumstances, result in injury, including, but not limited to, abnormal blood pressure, fainting, heartbeat disorders, physical injury, and heart attack. If you experience any physical pain or discomfort, you agree to immediately discontinue the Activity and seek help. You voluntarily, freely and expressly choose to incur all risks associated with any Activity, understanding that those risks may include personal injury, damage to property, and/or death.
- 3) If an emergency or other incident occurs in which, in the sole judgment of the Released Parties or medical personnel, requires medical treatment or care, you hereby consent to such treatment. You understand and agree that any and all medical treatment rendered to you by, or at the request of, any Released Party is not an admission of obligation to provide, or continue to provide, any such medical treatment and also is not a waiver by any Released Party of any right under this Agreement.
- 4) You represent and warrant the following: (a) you have read this Agreement and understand it; and (b) you are at least 18 years of age, are in good health, and have no physical defects that might cause you harm during your participation in any Activity.
- 5) This Agreement extends and applies to all unknown, unforeseen, unanticipated, and unsuspected injuries, damages, loss, and liability, and the consequences of them, as well as those disclosed or known to exist. You expressly waive all provisions of any state, federal, local, or territorial law or statute which provides that releases will not extend to claims, demands, injuries, or damages that are unknown or unsuspected to exist at the time to the person executing the release.
- 6) You authorize Montrose~Verdugo City Chamber of Commerce assignees, licensees, legal representatives and transferees to use and publish (with or without your name, company name, or with a fictitious name) any audiovisual recordings, photographs, pictures, portraits or images captured at or around any Festival in any and all forms and media and in all manners, including, but not limited to, composite images and distorted representations, for the purposes of publicity, illustration, commercial art, advertising, publishing (including publishing in electronic form or on Internet websites) for any product or services, or for such other lawful uses as may be determined by Montrose~Verdugo City Chamber of Commerce. You waive any and all right to review or approve any uses of your name, likeness, images, written copy, or finished product.
- 7) This agreement is legally binding upon you and your heirs, estate, assigns, legal guardians, and personal representatives.
- 8) By entering into this agreement, you knowingly and voluntarily waive any and all rights you might have to a trial before a jury and agree to mandatory binding arbitration of all disputes or claims arising out of this Agreement.

- 9) If any provision of this Agreement is for any reason held to be invalid or unenforceable, such invalidity or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if such invalid or unenforceable provision were omitted.

This is a release of liability. Cancel your purchase of any Festival ticket if you do not understand or do not agree with the terms of this Agreement. By purchasing a festival ticket and clicking the box, you hereby accept and agree to all terms of this Agreement.